

AGENCY LETTERHEAD**Agreement to Supply Utility Services to Certified Customers of the
Massachusetts Low-Income Home Energy Assistance Program (LIHEAP)**

Agreement for the furnishing of utility services for the period _____ (Program Year) pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (hereafter the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____ (Vendor's legal or DBA name) _____ (Employer Identification Number (EIN), and DUNS Number (DUNS)).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, with reference to each of its customers certified by the Agency as being eligible under the Program (Certified Customer):
 - invoice the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Utilities*;
 - charge the Certified Customer after application of payments received for the Certified Customer's account from the Agency not more than the outstanding balance;
 - not discriminate against the Certified Customer, regardless of the balance owed the Vendor by the Certified Customer in the event a Certified Customer enters into a reasonable payment plan agreement with the Vendor concerning outstanding balance and the Certified Customer is meeting her/his obligations under the agreement;
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer or the Agency for Program purposes;
 - that the supply of utility service is subject to all applicable orders and regulations of the Massachusetts Department of Public Utilities (DPU); and
 - provide, at no cost to the Certified Customers, the Agency, DHCD, or their designees, the primary and secondary fuel and electricity data for Certified Customers, including the customer specific general energy usage data for the past 12 months collected by the Vendor. This may also include confidential information, as well as information regarding whether the Certified Customer had an arrearage and the amount, whether the Certified Customer was enrolled in and/or successfully completed an arrearage forgiveness program, and whether the Certified Customer received at least one shut off notice or had their service shut off. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
2. The Vendor shall provide the Agency with a statement of the Certified Customer's outstanding balance as of November 1st of the Program Year within 30 days of the Agency's request for such information.
3. The Vendor shall submit a bill or invoice by the 15th of the month for utility services furnished to each Certified Customer for the preceding month showing the name and address of the Certified Customer, the amount of utility service furnished and Vendor's charge. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

DHCD/DCS reserves the right to monitor compliance with this provision and the Agency shall promptly report any problems to DHCD/DCS.

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement to Supply Utility Services to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

- 4. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt of each invoice unless the Agency has not received sufficient funds from DHCD/DCS to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD/DCS to make the payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved.
- 5. Immediately upon receipt of payment from the Agency on behalf of a Certified Customer, the Vendor shall credit the amount of each such Certified Customer. The credit shall be no less than the full amount of the payment made by the Agency on behalf of each such Certified Customer. The Vendor shall not apply LIHEAP payments to the arrearage forgiveness amount of Certified Customers participating in the Arrearage Management Program (“AMP” also known as the arrearage forgiveness program) except when the Certified Customer has defaulted on their AMP payment. In that instance, LIHEAP payments may be applied to the current AMP balance owed.
- 6. The Vendor agrees that should the Vendor send final notice of termination of utility services to a Certified Customer (or should the Vendor have terminated utility services to a Certified Customer), the Vendor shall not terminate utility services or shall immediately restore terminated utility services upon receiving from the Agency a commitment that the Agency shall pay 25% of the Certified Customer’s overdue balance owed the Vendor, or upon receiving actual payment of said 25% from any source. The Vendor’s obligations hereunder are subject to any overriding policy or directive of the DPU.
- 7. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 8. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing (or electronically) within 7 days of certification of eligibility. The Vendor agrees to promptly take the following steps for each such Certified Customer, to the extent applicable under the Vendor’s account procedures: (i) to code the Certified Customer’s account as eligible for fuel assistance payments; (ii) to enroll the Certified Customer for the Vendor’s discount rate, unless already eligible for the rate; and (iii) to code the Certified Customer’s account as protected by the winter moratorium on terminations. For purposes of this paragraph, ‘promptly’ shall mean ‘within 7 calendar days,’ unless otherwise mutually agreed by the Vendor and the Agency.

Unless waived for good cause by the Agency as approved by DHCD, the Vendor must participate in the DHCD specified, statewide automated electronic notification, billing and payment processing format and prorate the bills of Certified Customers through the Program year’s end date.

- 9. The Vendor agrees that in all instances involving discussions of payment plans with any Certified Customer it shall fully comply with Section 17(b) of Chapter 140 of the Acts of 2005 and DHCD/DCS’s payment plan regulations or any successor guidance. In no instance shall the Vendor or any of its employees or agents ask for or require a Certified Customer whose service has not yet been terminated to enter a payment plan of less than 4 months, nor shall the Vendor or its employees or agents seek or require an initial payment of more than 25% of the overdue bill of any such Certified Customer.
- 10. The Vendor agrees that it shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Agreement, including but not limited to the following: submission of billing by the Vendor to the Agency; receipt of payments made by the Agency to the Vendor; arranging payment plans on behalf of individual Agency customers; timely coding of Agency customer accounts for any applicable termination protections (especially the winter moratorium); eligibility for discount rates; and protocols for transferring information, bills and payments. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

The Vendor’s designated contact person for handling Program questions and resolving Program issues:

Contact Name: _____ Title: _____

Telephone Number: _____ E-mail Address: _____

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement to Supply Utility Services to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 3

- 11. As authorized by the Certified Customer in his/her application for LIHEAP benefits, if requested by the Agency, the Vendor, at no cost to the Agency, shall provide, within a time frame specified by the Agency, a record of annual energy consumption, energy cost, payment frequency, disconnection information, and arrearage amounts for Certified Customers.
- 12. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD/DCS) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with Certified Customers for the purpose of monitoring the Vendor's compliance with Program requirements and with this Agreement.
- 13. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 14. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that it is determined the Vendor has violated any material provision of this Agreement.
- 15. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 16. All amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Name: _____
Title: _____
Date: _____

Vendor: _____
Signature

Name: _____
Title: _____
Date: _____

AGENCY LETTERHEAD**Agreement for the Delivery of Kerosene to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of kerosene pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____ (Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS):

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - charge the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, submitting a bill to the Agency at the posted price per gallon charged to non-eligible similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
 - apply payments received against current deliveries only, and not to bills incurred prior to November 1st of the Program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging kerosene delivery by another kerosene vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide, at no cost to the Agency, DHCD, the Certified Customer, or their designees, an annual kerosene cost and consumption record, non-delivery information, and arrearage amounts for each Certified Customer, within a time frame specified by the Agency and/or DHCD. This may include confidential information. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits of low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, and secure the Certified Customer's signature on every metered delivery ticket. If the Certified Customer is not available, the Vendor agrees that a representative of the Vendor shall sign/initial the ticket. With each delivery, the Vendor shall provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advanced notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise agreed on by the Vendor and the Agency and subject to the Certified Customer's maximum benefit level. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.
4. The Vendor shall submit a metered delivery slip (or legible copies) showing the Certified Customer's name and address, date of delivery, number of gallons delivered, the Vendor's posted price on date of delivery, total

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for the Delivery of Kerosene to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program- Page 2

delivery cost, signed by the Certified Customer or the Vendor’s authorized representative in accordance with industry practice, or shall submit a computerized invoice showing the Certified Customer’s name and address, date of delivery, number of gallons delivered, posted price on that day, and total cost of the delivery, by the 15th of the month for the preceding month’s billing. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

- 5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
- 7. The Vendor agrees to deliver kerosene to the Certified Customer as authorized by the Agency and to deliver kerosene within a reasonable period from the time delivery is authorized.
- 8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
- 9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. The Vendor Monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
- 10. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 11. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
- 12. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval of DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Designated Contact Person’s Name (if different from above): _____

AGENCY LETTERHEAD**Margin-Over-Rack (MOR)****Agreement for Delivery of Home Heating Oil to Certified Customers of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of #2 residential heating oil for the period _____ (Program Year) pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), _____ (Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS): _____

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - submit a bill to the Agency at the posted price per gallon charged to non-certified similarly situated customers, and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for #2 Home Heating Oil*, including those discounts for Certified Customers who are members of an established co-operative;
 - apply payments received against current deliveries only, and not bills incurred prior to November 1st of the Program Year;
 - until the Certified Customer's benefits under the Program are exhausted or until April 30th of the Program Year, whichever occurs earlier, bill the Certified Customer directly only for total accounts receivable covering bills incurred prior to November 1st of the Program Year and/or other non-heating oil expenses not eligible for payment under the Program. The Certified Customer shall not be billed in any amount for gallons of oil delivered under the Program and paid for by the Agency pursuant to this Agreement.
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging heating oil delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide in a secured and timely manner, pursuant to the guidance issued by DHCD and at no cost to the Agency, DHCD, the Certified Customers, or their designees, an annual oil cost, consumption record, non-delivery information, and arrearage amount for each Certified Customer, within a time frame specified by the Agency. This may include confidential information. This may also include the customer specific general energy usage data for the past 12 months collected by the Vendor, as well as information regarding whether the Certified Customer participated in and made payments on time, and whether the Certified Customer reported no fuel or was at imminent risk of running out of fuel prior to receiving LIHEAP. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, within a delivery schedule negotiated with the Certified Customer and secure the Certified Customer's signature on every metered delivery ticket. If the Certified Customer is not available, the Vendor's representative shall sign/initial the ticket. With

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Margin-Over-Rack (MOR)
Agreement for Delivery of Home Heating Oil to Certified Customers of the
Massachusetts Low-Income Home Energy Assistance Program - Page 2

each delivery, the Vendor shall provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The minimum delivery authorized shall be 100 gallons unless otherwise agreed by the Vendor and the Agency and subject to the Certified Customer's maximum benefit level. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.

4. The Vendor shall submit metered delivery slips (or legible copies) by the 15th of the month for the preceding month's billing showing the Certified Customer's name and address, date of delivery, number of gallons delivered, the Vendor's posted price with adjustments for oil co-op, established discount and/or prepaid discount prices on date of delivery, total delivery cost, signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice; or shall submit a computerized invoice showing the Certified Customer's name and address, date of delivery, number of gallons delivered, posted price on that day with adjustments for oil co-op, established discount and/or pre-paid discount prices, and total cost of the delivery, by the 15th of the month for preceding month's billing. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.
5. For every gallon of oil delivered to a Certified Customer under the Program, the Agency shall reimburse the Vendor the amount which equals the lesser of the Vendor's posted price on the date of delivery with adjustments for oil-co-op, established discount and/or prepaid discount prices or the price calculated adding a margin of 50 cents to a daily or weekly average rack price based on "Oil Price Information Service (OPIS) Web Rack" as calculated by DHCD/DCS.

Balance billing of the differential between retail gallons delivered and gallons paid for by the Agency is not allowed.

6. The Agency and the Vendor agree that in the event of unusual oil market volatility resulting in significant changes in the wholesale pricing of #2 home heating oil, DHCD/DCS may, at its discretion, temporarily suspend and amend the pricing method set forth in provision 5 above, in order to provide emergency relief to participating vendors. Such amendment may include, without limitation, an adjustment or change in the method of calculating the rack price to which the margin is added. The Agency shall notify the Vendor concerning any such suspension following written notification to the Agency from DHCD/DCS.
7. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
8. Except in the case of an emergency, the Vendor agrees to deliver #2 heating oil to Certified Customers as authorized by the Agency within a delivery schedule negotiated with the Certified Customer.
9. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS "Administrative Guidance for Program Operators" and the "Program Directors' Guide" as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
10. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
11. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

**Margin-Over-Rack (MOR)
Agreement for Delivery of Home Heating Oil to Certified Customers of the
Massachusetts Low-Income Home Energy Assistance Program - Page 3**

fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

- 12. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 13. The Agency shall terminate this Agreement in writing and cease immediately making any further payments under the Program to the Vendor in the event the Vendor violates any material provision of this Agreement.
- 14. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 15. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency and require prior written approval by DHCD/DCS.

AGENCY:	_____	Vendor:	_____
	<i>Signature</i>		<i>Signature</i>
Name:	_____	Name:	_____
Title	_____	Title:	_____
Date:	_____	Date:	_____

Designated Contact Person's Name (if different from above): _____

AGENCY LETTERHEAD**Agreement for Delivery of L.P. Gas to Certified Customers of the Massachusetts
Low-Income Home Energy Assistance Program**

Agreement for the delivery of L.P. gas pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and

(Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS):

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - invoice the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, submitting a bill to the Agency as the posted unit price charged to non-certified similarly situated customers of the Vendor;
 - bill the Certified Customer no more than the total accounts receivable less payments received from Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging L.P Gas delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide in a secured and timely manner, pursuant to the guidance issued by DHCD and at no cost to the Agency, DHCD, the Certified Customers, or their designees, a record of annual gas consumption and cost, consumption record, non-delivery information, and arrearage amount for each Certified Customer, within a time frame specified by the Agency. This may include confidential information. This may also include the customer specific general energy usage data for the past 12 months collected by the Vendor, as well as information regarding whether the Certified Customer participated in and made payments on time, and whether the Certified Customer reported no fuel or was at imminent risk of running out of fuel prior to receiving LIHEAP. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practice, within a delivery schedule negotiated with the Certified Customer, and secure the Certified Customer's signature on every metered delivery ticket. If the Certified Customer is not available, the Vendor agrees that the truck driver or other Vendor representative shall sign/initial the ticket. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The Vendor agrees to provide the Certified Customer with a metered delivery slip at the time of delivery. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for Delivery of L.P. Gas to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

- 4. The Vendor shall submit a metered delivery slip (or legible copy) or computerized invoice for delivery of gas showing the Certified Customer name and address, date of delivery, the number of gallons delivered, the Vendor’s posted price on date of delivery, the total cost of the delivery, signed by the Certified Customer or the Vendor’s authorized representative in accordance with industry practice, to the Agency by the 15th of the month for the preceding months’ billing. If canisters are utilized, a bill or invoice shall suffice. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.
- 5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
- 7. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, of subcontractors.
- 8. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery ticket/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
- 9. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 10. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
- 11. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 12. Any amendments to this Agreement shall be in writing, be signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Designated Contact Person’s Name (if different from above): _____

AGENCY LETTERHEAD**Agreement for Delivery of Firewood to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of firewood pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____ (Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS): _____

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - charge the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, submitting a bill to the Agency at the cubic-foot price charged to non-certified similarly situated customers;
 - deliver wood that has been cut and aged for a minimum of one year, with the understanding that wood cut and aged less than one year may be delivered if agreed to in writing by the Certified Customer and Vendor;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the Program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging firewood delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide, at no cost to the Agency, DHCD, the Certified Customer, or their designees, a record of annual wood consumption and cost, non-delivery information, and arrearage amounts for each Certified Customer, within a time frame specified by the Agency and/or DHCD. This may include confidential information. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the Certified Customer is not available, the Vendor agrees that a Representative of the Vendor shall sign/initial the ticket. No deliveries except those agreed to by the Vendor and the Agency or in the case of an emergency shall be required on Saturdays, Sundays or holidays. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.
4. The Vendor shall submit a bill for delivery of wood showing the Vendor's legal name, Certified Customer's name and address, date of delivery, number of cubic feet of wood delivered, age of wood, cut/split condition, Vendor's posted price on date of delivery, total cost of delivery, signed by the Vendor's authorized Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for Delivery of Firewood to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

- 5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
- 7. Except in emergency circumstances requiring immediate delivery, the Vendor agrees to deliver firewood to Certified Customers as authorized by the Agency within a reasonable period from the time of delivery authorization.
- 8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
- 9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
- 10. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 11. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
- 12. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Designated Contact Person’s Name (if different from above): _____

AGENCY LETTERHEAD**Agreement for Delivery of Wood Pellets to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of wood pellets pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____(Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS): _____

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - charge the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, however the cost of the product must include the cost of delivery, and submit a bill to the Agency at the pound price charged to non-certified similarly situated customers;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the Program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging wood pellets delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide, at no cost to the Agency, DHCD, the Certified Customer, or their designees, a record of annual wood pellet consumption and cost, non-delivery information, and arrearage amounts for each Certified Customer, within a time frame specified by the Agency and/or DHCD. This may include confidential information. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the Certified Customer is not available, the Vendor agrees that a Representative of the Vendor shall sign/initial the ticket. Other than in cases of emergency, no deliveries except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays or holidays. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.
4. The Vendor shall submit a bill for delivery of wood pellets showing the Certified Customer's name and address, date of delivery, the amount in pounds of wood pellets delivered, Vendor's posted price on date of delivery, and total cost, signed by the Vendor's authorized Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for Delivery of Wood Pellets to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

- 5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
- 7. The Vendor agrees to deliver wood pellets to Certified Customers as authorized by the Agency and except in emergency circumstances requiring immediate delivery to deliver wood within a reasonable period from the time of delivery authorization.
- 8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
- 9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
- 10. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 11. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
- 12. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Designated Contact Person’s Name (if different from above): _____

AGENCY LETTERHEAD**Agreement for Delivery of Coal to Certified Customers of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of coal pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____ (Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS):

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as being eligible under the Program (Certified Customer), is authorized by the Agency to:
 - charge the Certified Customer in accordance with the Vendor's established billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, submitting a bill to the Agency at the tonnage price charged to non-eligible similarly situated customers;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the Program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customer regardless of the vendor used by the Certified Customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging coal delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide, at no cost to the Agency, DHCD, the Certified Customer, or their designees, a record of annual coal consumption and cost, non-delivery information and arrearage amounts for each Certified Customer, within a timeframe specified by the Agency and/or DHCD. This may include confidential information. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the Certified Customer is not available, the Vendor agrees that the Vendor's representative shall sign/initial the ticket. With each delivery the Vendor shall leave a copy of the delivery ticket with the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.
4. The Vendor shall submit a bill for delivery of coal showing the Certified Customer's name and address, date of delivery, number of tons delivered, type of coal, the Vendor's posted price on date of delivery, total cost of delivery, and signed by the authorized Vendor Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for Delivery of Coal to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS “Administrative Guidance for Program Operators” and the “Program Directors’ Guide” as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to deliver coal to Certified Customers as authorized by the Agency and to deliver coal within a reasonable period from the time delivery is authorized.
8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
11. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event the Vendor violates any material provision of this Agreement.
12. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Designated Contact Person’s Name (if different from above): _____

AGENCY LETTERHEAD**Agreement for Delivery of Corn to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of corn pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the "Program") made this _____ day of _____, 2_____, by and between _____ (the Agency), and _____ (Vendor legal or DBA Name), Employer Identification Number (EIN), and DUNS Number (DUNS):

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer), is authorized by the Agency to:
 - charge the Certified Customer in accordance with the Vendor's normal billing practice and in accordance with the terms and fees submitted by the Vendor for the Agency's acceptance on the *Vendor Information Sheet for Kerosene, Propane, Wood, Coal, or Other Fuel*, submitting a bill to the Agency at the price charged to non-eligible similarly situated customers;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the Program year;
 - bill the Certified Customer no more than the total accounts receivable less payments;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;
 - make current deliveries to Certified Customers regardless of the vendor used by the customer for non-LIHEAP deliveries, debt arrearage status, or shall hold the Agency harmless for arranging corn delivery by another vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency and/or DHCD, the Vendor shall provide, at no cost to the Agency, DHCD, the Certified Customer, or their designees, a record of annual corn consumption and cost, non-delivery information and arrearage amounts for each Certified Customer, within a time frame specified by the Agency and/or DHCD. This may include confidential information. The Vendor shall provide this data to the Agency and/or DHCD in a secured and timely manner, pursuant to the guidance issued by DHCD. This data may be used for a variety of Program purposes including: Program planning and capacity building, assessing the impact of LIHEAP and other home energy related benefits on low-income households and households with high energy burdens, and supporting funding decisions.
3. The Vendor shall make deliveries in accordance with established business practices, and secure the Certified Customer's signature on every delivery ticket. If the Certified Customer is not available, the Vendor agrees that a Representative of the Vendor shall sign/initial the ticket. With each delivery, the Vendor shall leave a copy of the delivery ticket with the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The Vendor shall not charge an additional fee, such as a surcharge, for making the agreed upon minimum delivery.
4. The Vendor shall submit a bill for delivery of corn showing the Certified Customer's name, date of address, date of delivery, number of pounds delivered, the Vendor's posted price on date of delivery, the total cost of the delivery, and signed by Certified Customer and the Vendor's authorized representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved. The Vendor shall submit final billing by June 15th of the

Required Attachments: Certificate of Business, Business Permit, Certificate of Good Standing or other acceptable permit and Vendor Information Sheet

Agreement for Delivery of Corn to Certified Customers of the Massachusetts Low-Income Home Energy Assistance Program - Page 2

Program Year and return all unexpended funds to the Agency upon termination of this Agreement or by no later than September 30, 2020.

- 5. The Agency and the Vendor agree funds for this Agreement shall be expended in accordance with the LIHEAP statute and regulations, the Massachusetts LIHEAP State Plan and Plan amendments and pursuant to established procedures set forth in the DHCD/DCS "Administrative Guidance for Program Operators" and the "Program Directors' Guide" as they may be reviewed or amended, and any other guidance that may be issued by DHCD.
- 6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
- 7. The Vendor agrees to deliver corn to Certified Customers as authorized by the Agency and to deliver corn within a reasonable period from the time delivery is authorized.
- 8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
- 9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
- 10. Pursuant to Executive Order No. 504, M.G.L. c. 66A, M.G.L. c. 93H, and 201 CMR 17.00, or any successor guidance, the Vendor and the Agency agree to keep confidential and to safeguard the protection of all records it holds that contain any personal information of Certified Customers. The Agency will only use the information received from the Vendor for the purposes of the Program, including but not limited to Program administration and compliance with this Agreement.
- 11. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
- 12. Unless amended, the period of performance of this Agreement shall be October 1, 2019 through September 30, 2020.
- 13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY: _____
Signature

Vendor: _____
Signature

Name: _____

Name: _____

Title _____

Title: _____

Date: _____

Date: _____

Designated Contact Person's Name (if different from above): _____