

Northern California Indian Development Council (NCIDC)

FFY 2011/2012 Low-Income Energy Assistance Program (LIHEAP)

VENDOR AGREEMENT

The following agreement is made between the Northern California Indian Development Council, Inc. (NCIDC) Low-Income Home Energy Assistance Program and the following vendor:

_____	<u>NCIDC</u>
Vendor	LIHEAP Provider
_____	<u>Terry Coltra or Alisha Johnson</u>
Contact Person	Contact Person
_____	<u>241 F Street</u>
Address	Address
_____	<u>Eureka, CA 95501</u>
City, State, Zip code	City, State, Zip code
(____) _____	<u>(707)445-8451</u>
Telephone	Telephone
(____) _____	<u>(707) 445-8479</u>
Fax	Fax
_____	<u>tcoltra@ncidc.org or alisha@ncidc.org</u>
E-mail Address	E-mail Address

If a vendor is working with more than one Tribe, a separate **Vendor Agreement** must be submitted to NCIDC.

All provisions of this agreement are subject to the availability of federal funds. Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the vendor to the Tribe and NCIDC as provided for in clause nine below. All vendors shall abide by the following provisions for the current Low-Income Home Energy Assistance Program.

The NCIDC will notify the vendor in writing of those households, which have applied for Low-Income Home Energy Assistance. The NCIDC will notify the vendor when service is needed for approved clients.

1. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the vendor made by the NCIDC on behalf of an approved household must be applied as credit to that household's current energy account. Any payment not accepted by the vendor must be returned to the NCIDC within 5 working days of its receipt. Any duplicate payment for a household or an account must be reported to the NCIDC within 5 working days.
2. The energy supplier will charge the approved household in its normal billing process the difference, if any, between the actual cost of the home energy and the amount of the payment made by NCIDC.
3. The eligible household will not be treated adversely from other households because of receiving assistance under the Low-Income Home Energy Assistance Program. The energy supplier agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.
4. Incidental home energy costs such as charges for delivery, routine services, and reconnections may be paid with funds from this program. A price list of routine services that are normal and customary must be attached to this agreement (i.e., pressure check, safety leak seek test, regulator replacement, after hour/same day/non-routine delivery and other). Expenses for security deposits, tank rental/leasing, water, sewer, garbage and/or telephone will not be paid with funds from this program.
5. Within 30 days of the vendor's receipt of payment, the vendor will provide to the NCIDC a receipt for the amount of payment received, the date of the receipt, and the household name, address, and account number for which payment was made.
6. Payments received by vendors for households participating in a budget billing or level-payment plan shall be applied to such level payment account in the full amount of the level payment bill, with any remaining assistance being applied toward future level payment bills until exhausted. A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance. Program assistance shall not be applied toward reducing any account balance in favor of the utility, which is in excess of accrued level payments.
7. If a household terminates its account or changes vendors prior to termination of this agreement, the vendor shall contact the NCIDC within 30 days to reconcile the existing account and to determine the distribution of any remaining funds. No funds paid under this program may be returned directly to any client without written authorization from the NCIDC.

8. Energy suppliers will assist the Tribes and/or NCIDC in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for LIHEAP assistance, payment history, or such other data as the state determines is reasonably necessary. Books, records, and other evidence pertaining to costs incurred and prices charged under this agreement, for the purpose of audit and/or examinations required for the proper administration of the program must be kept during the period of this agreement and for three (3) years thereafter.
9. The NCIDC reserves the right to monitor the use of funds by the participating vendor in order to evaluate compliance with the provisions of this agreement.
10. **The deliverable fuel vendors agree to accept up to the \$600 maximum LIHEAP benefit for deliverable fuel customers as meeting their requirement for minimum delivery. The delivery must be made within 48 business hours after order by the agency with no additional charges. In the event of an emergency requiring delivery in less than 48 business hours, empty tank, etc., the vendors' customary charges may apply. Vendor agrees to accept local agency payment guarantees by phone, fax, or email for emergency fills of deliverable fuels and upon such notification make delivery.**
11. Fraud and waste of LIHEAP funds will not be tolerated. Any vendor found to be misusing LIHEAP funds may be subject to criminal prosecution. Due to an increase in reported fraud there are new policies in regard to fraud prevention and fraud reporting. Fraud reporting materials will be provided at the beginning of each program year to vendors and to participating Tribes. The Tribes will inform the public of what they can do to report suspected cases of LIHEAP fraud, waste or abuse. These materials are required be posted at the Tribal office and encouraged to post at stores, Head Start centers, schools and other public gathering locations. The materials will include various methods of reporting fraud including our 800 number, NCIDC's website address, and more information regarding fraud on NCIDC's website.
12. This agreement is effective when signed by the vendor and shall terminate on September 30, 2012. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

SIGNED:

Vendor Authorizing Signature

Terry Coltra, NCIDC Executive Director

Date

Date