

# Notice of Instruction

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## **Notice of Instruction Number: 091912-EHEAP Vendor Agreement Checklist**

**TO:** All EHEAP Providers  
**FROM:** Christy Wright, Program Manager  
**DATE:** September 19, 2012  
**SUBJECT:** REVISED EHEAP Vendor Agreement Checklist

The purpose of this Notice of Instruction is to provide recent updates to the Emergency Home Energy Assistance Program (EHEAP) to WCFAAA's Contracted Providers. The attachments to this notice will further instruct providers on requirements for compliance.

The Department of Elder Affairs (DOEA) is reviewing all EHEAP Utility Vendor Agreements for program compliance. The EHEAP Vendor Agreements must be in compliance with Attachment I, Section 2.1.2 (pages 17-18) of the FY 2012-13 EHEAP Agreement, and must include and meet all the new requirements listed on the LIHEAP Vendor Agreement Checklist.

Attached are the EHEAP Vendor Agreement Checklist and a sample Vendor Agreement. Please use the checklist to ensure all required agreement elements are included in your revised Vendor Agreement(s). Copies of the revised agreements, signed by both the provider and utility service vendor, the completed checklist, and a complete list of all utility vendors with whom you contract must be submitted to your WCFAAA Program Manager no later than **October 1, 2012**.

Should you be unable to meet this deadline, please notify this writer in writing of the date your Program Manager can expect to receive the signed revised agreements, the agreement checklist, and the utility vendor list.

Thank you for your continued commitment to Florida's elders. Should you require additional information, please contact your WCFAAA program manager.

Attachments:

Revised EHEAP Vendor Agreement  
Sample Vendor Agreement

## 2012-2013 EHEAP VENDOR AGREEMENT CHECKLIST

**The EHEAP Provider (the “Agency”) shall negotiate and maintain written agreements (the “Vendor Agreement”), with home energy suppliers (the “vendor”) which shall at a minimum include:**

- \_\_\_ The Vendor Agreement must include the beginning and ending date of the agreement.
- \_\_\_ The Vendor Agreement must include a process for identifying the Agency’s representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the Agency.
- \_\_\_ The Vendor Agreement must include a process for identifying the vendor’s representatives authorized to resolve a crisis.
- \_\_\_ A description of how energy payments will be made directly to the vendor on behalf of the EHEAP eligible customer. In cases where no Vendor Agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the Agency’s purchasing policies and only with written approval of the Agency’s management.
- \_\_\_ Assurances from the home energy supplier that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
- \_\_\_ Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
- \_\_\_ An understanding that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolving the crisis and no other resources to pay that portion of the bill can be secured by the customer or Agency.
- \_\_\_ A statement that the Agency may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the vendor is aware that those charges are the responsibility of the customer.
- \_\_\_ A statement that the vendor is aware that when the benefit amount does not pay for the complete charges owed by a customer, that the customer is responsible for the remaining amount owed.
- \_\_\_ Details on how the vendor will assist the Agency in verifying the EHEAP applicant’s account information and in the case of crisis assistance make timely commitments to resolve the crisis. A process should be in place to verify the current amount owned and the amount necessary to resolve the crisis situation.
- \_\_\_ The Agency’s commitment to make payment to the vendor within 30 days of the day of the Agency’s promise to pay.
- \_\_\_ The Vendor Agreement will be reviewed by both parties at least every 2 years.
- \_\_\_ The Vendor Agreement must be signed by upper level management of both the Agency and the vendor who has authority to enter into such commitments.
- \_\_\_ A description of when EHEAP payments made to the vendor cannot be applied to the client’s account, the funds will be returned to the Agency or with the Agency’s approval applied to another eligible customer’s account.
- \_\_\_ The energy vendor, with the exception of municipal providers, must be in “active” status with the State of Florida: <http://sunbiz.org/search.html> and the vendor’s name must be checked on EPLS: <https://www.epls.gov/>. The business name on the Vendor Agreement must match the legal business name on the State of Florida website.

# ***SAMPLE***

## **EMERGENCY HOME ENERGY ASSISTANCE PROGRAM**

### **VENDOR PAYMENT AGREEMENT**

**THIS AGREEMENT** is entered into between ABC COMMUNITY ACTION AGENCY, INC., hereinafter referred to as the “agency,” and UTILITIES COOPERATIVE, INC., P.O. BOX 11111, MAYBERRY, FLORIDA 33333, (850) 555-1212, FAX: (850) 555-1213, hereinafter referred to as the “vendor.”

The undersigned home energy supply vendor hereby agrees to the following conditions in order to receive vendor payments from the agency and the Emergency Home Energy Assistance Program (EHEAP):

1. This agreement shall begin on (Month/Date/Year) and shall end on (Month/Date/Year). The agreement must be reviewed or renewed no later than (Month/Date/Year). (Must be at least every two years).
2. The agency agrees to provide the vendor with a list of names and contact information for all agency personnel authorized to commit EHEAP funds. The vendor will only accept payment commitment from authorized agency personnel. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized agency representative.
3. The vendor agrees to provide the agency with a list of names and contact information of all vendor representatives authorized to resolve the energy crisis.
4. The agency agrees to provide energy payments directly to the vendor on behalf of the EHEAP eligible customer.
5. The vendor assures that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
6. The vendor assures that eligible households on whose behalf an EHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
7. The vendor understands that only energy related elements of a utility bill are to be paid with EHEAP funds. No water or sewage charges may be paid except if required by the vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or agency.
8. The vendor understands that only direct costs of energy related elements of a utility bill are allowed. No charges that result from illegal activities such as bad checks or meter

tampering will be paid with EHEAP funds. The vendor is aware that such charges are the responsibility of the customer.

9. The vendor understands that when the EHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.
10. The vendor agrees to assist the agency in verifying the EHEAP customer's account information and to make timely commitments to resolve any crisis situation. Subject to the vendor's privacy requirements, the vendor agrees to provide the agency with the following detailed customer account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
11. The agency agrees to provide payment to the vendor within 30 days from the date of the agency's promise to pay.
12. This Vendor Agreement will be signed by agency and vendor upper level management with authority to enter into such commitments.
13. If an EHEAP payment to the vendor cannot be applied to a customer's account, the funds will be returned to the agency or with the agency's approval applied to another eligible customer's account.
14. The vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html>. The vendor's name must also be verified against the Excluded Parties List System (EPLS) at <https://www.epls.gov>. The agency agrees to maintain documentation of verification that the business name of the vendor on this agreement is the same as the legal business name on the State of Florida EPLS website.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

**AGENCY**

ABC COMMUNITY ACTION AGENCY, INC.  
1234 MAPLE STREET  
MAYBERRY, FLORIDA 33333

**VENDOR**

UTILITIES COOPERATIVE, INC.  
P.O. BOX 11111  
MAYBERRY, FLORIDA 33333

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)