

AGENCY LETTERHEAD

**Agreement to Supply Utility Services to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the furnishing of utility services 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 and Employer Identification Number (EIN): _____)

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;
 - 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. Supply of utility service is subject to all applicable orders and regulations of the Massachusetts Department of Public Utilities (DPU); and,
 - not disclose to any individual or entity the Certified Customer's participation in the Program except for Program purposes, as authorized in writing by the Certified Customer and the Agency.
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 showing the name and address of the Certified Customer, the amount of utility service furnished and Vendor's charge for the preceding month's billing. The Vendor shall submit final billing by June 15th of the Program year. DHCD/DCS reserves the right to monitor compliance with this provision and the Agency shall promptly report any problems to DHCD/DCS.
4. The Agency shall mail 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 mailed when the Agency receives sufficient funds from DHCD/DCS to make the payment.
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.

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6. The Vendor agrees that should 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 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. 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 DHCD/DCS "Administrative Guidance for Program Operators" as it may be reviewed or amended.
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. 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 1 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 inquires from the Agency regarding a range of questions, 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 clients; timely coding of Agency client 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:

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11. As authorized in writing by the Certified Customer, if requested by the Agency, the Vendor, at no cost to the Agency, shall provide a record of annual energy consumption, energy cost, payment frequency, disconnection information, and arrearage amounts for Certified Customers, within a time frame specified by the Agency.
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, the Vendor agrees to safeguard the protection of all records it holds that contain any personal information of Certified Clients.
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, 2010 through September 30, 2011.
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: _____

Attachment 1: Certificate of Business, Business Permit or Certificate of Good Standing.