

COMPREHENSIVE ENERGY ASSISTANCE PROGRAM PUBLIC UTILITIES VENDOR AGREEMENT

PURPOSE. The purpose of the Comprehensive Energy Assistance Program (“**CEAP**”) Public Utilities Vendor Agreement (“**Vendor Agreement**”) funded from the Low-Income Home Energy Assistance Program (“**LIHEAP**”) is to provide a grant to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services Provider identified below (“**Vendor**”), agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider identified below (“**Agency**”), agrees to make payments only for eligible low-income clients.

PARTIES. This Vendor Agreement is by and between:

Energy Assistance Provider (“**Agency**”)

and

Energy Services Provider (“**Vendor**”)

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as “**Party**” or collectively referred to as “**Parties**”.

SERVICE AREA. Vendor and Agency agree to assist customers in the following counties: _____

TERM. This Vendor Agreement shall be effective from the _____ day of _____ for a period not to exceed two years from the effective date. Either of the Parties may terminate this a Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor:

(Vendor Name)

Vendor Tax ID Number

(Vendor Mailing Address)

Agency:

(Agency Name)

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is a subrecipient of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (“TDHCA”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

VENDOR’S REPRESENTATIONS The Vendor represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a “Certified Customer”.

VENDOR’S PERFORMANCE. Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant’s energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission “PUC” and/or Texas Railroad Commission.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer’s Disconnect Notice required by PUC regulations in order to avoid disconnection or be eligible for reconnection. Nothing in this Vendor Agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor’s normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer’s billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight (48) hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period, and Vendor is provided with a verbal or signed pledge from the Agency within forty-five (45) days of identifying a Certified Customer.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).

AGENCY'S PERFORMANCE. The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five (45) days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for energy services by and between Agency and TDHCA. If funding for energy services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on _____.

VENDOR:

Authorized Vendor Signature

Date

Typed Name of Authorized Signature

Title

Vendor (Area Code) Telephone Number

Vendor Email Address

AGENCY:

Authorized Agency Signature

Date

Typed Name of Authorized Signature

Title

Agency (Area Code) Telephone Number