

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT

- 1. **Legal Name of Home Energy Supplier:**

- 2. **List all Alias Names or Prior Business Names Used:**

- 3. **Vendor Number:**

- 4. **Mailing Address for Payments:**

- 5. **Physical Address:**

- 6. **Name of Contact Person:**

Telephone Number:

Email Address:

Fax:

- 7. **Home Energy Supplier, EIN or IRS Tax Number:**

EIN:

IRS:

- 8. **Type of Utilities/Fuel Dealer:**

	Yes	No
Natural Gas:	<input type="radio"/>	<input type="radio"/>
Electricity:	<input type="radio"/>	<input type="radio"/>
Fuel Oil:	<input type="radio"/>	<input type="radio"/>
Coal / Coke:	<input type="radio"/>	<input type="radio"/>
LP/Bottle Gas:	<input type="radio"/>	<input type="radio"/>
Wood:	<input type="radio"/>	<input type="radio"/>

- 9. **Atlanta Gas Light/Southern Company Provider:** Yes No

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HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

Yes No STATEWIDE (Check 'Yes' only if you serve the entire state.)

If 'Yes' is selected, please confirm that no other counties are selected.

If 'No' is selected, please confirm that you checked all the counties that you will be serving.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> 001 Appling | <input type="checkbox"/> 041 Dade | <input type="checkbox"/> 081 Jefferson | <input type="checkbox"/> 121 Richmond |
| <input type="checkbox"/> 002 Atkinson | <input type="checkbox"/> 042 Dawson | <input type="checkbox"/> 082 Jenkins | <input type="checkbox"/> 122 Rockdale |
| <input type="checkbox"/> 003 Bacon | <input type="checkbox"/> 043 Decatur | <input type="checkbox"/> 083 Johnson | <input type="checkbox"/> 123 Schley |
| <input type="checkbox"/> 004 Baker | <input type="checkbox"/> 044 DeKalb | <input type="checkbox"/> 084 Jones | <input type="checkbox"/> 124 Screven |
| <input type="checkbox"/> 005 Baldwin | <input type="checkbox"/> 045 Dodge | <input type="checkbox"/> 085 Lamar | <input type="checkbox"/> 125 Seminole |
| <input type="checkbox"/> 006 Banks | <input type="checkbox"/> 046 Dooly | <input type="checkbox"/> 086 Lanier | <input type="checkbox"/> 126 Spalding |
| <input type="checkbox"/> 007 Barrow | <input type="checkbox"/> 047 Dougherty | <input type="checkbox"/> 087 Laurens | <input type="checkbox"/> 127 Stephens |
| <input type="checkbox"/> 008 Bartow | <input type="checkbox"/> 048 Douglas | <input type="checkbox"/> 088 Lee | <input type="checkbox"/> 128 Stewart |
| <input type="checkbox"/> 009 Ben Hill | <input type="checkbox"/> 049 Early | <input type="checkbox"/> 089 Liberty | <input type="checkbox"/> 129 Sumter |
| <input type="checkbox"/> 010 Berrien | <input type="checkbox"/> 050 Echols | <input type="checkbox"/> 090 Lincoln | <input type="checkbox"/> 130 Talbot |
| <input type="checkbox"/> 011 Bibb | <input type="checkbox"/> 051 Effingham | <input type="checkbox"/> 091 Long | <input type="checkbox"/> 131 Taliaferro |
| <input type="checkbox"/> 012 Bleckley | <input type="checkbox"/> 052 Elbert | <input type="checkbox"/> 092 Lowndes | <input type="checkbox"/> 132 Tattall |
| <input type="checkbox"/> 013 Brantley | <input type="checkbox"/> 053 Emanuel | <input type="checkbox"/> 093 Lumpkin | <input type="checkbox"/> 133 Taylor |
| <input type="checkbox"/> 014 Brooks | <input type="checkbox"/> 054 Evans | <input type="checkbox"/> 094 Macon | <input type="checkbox"/> 134 Telfair |
| <input type="checkbox"/> 015 Bryan | <input type="checkbox"/> 055 Fannin | <input type="checkbox"/> 095 Madison | <input type="checkbox"/> 135 Terrell |
| <input type="checkbox"/> 016 Bulloch | <input type="checkbox"/> 056 Fayette | <input type="checkbox"/> 096 Marion | <input type="checkbox"/> 136 Thomas |
| <input type="checkbox"/> 017 Burke | <input type="checkbox"/> 057 Floyd | <input type="checkbox"/> 097 McDuffie | <input type="checkbox"/> 137 Tift |
| <input type="checkbox"/> 018 Butts | <input type="checkbox"/> 058 Forsyth | <input type="checkbox"/> 098 McIntosh | <input type="checkbox"/> 138 Toombs |
| <input type="checkbox"/> 019 Calhoun | <input type="checkbox"/> 059 Franklin | <input type="checkbox"/> 099 Meriwether | <input type="checkbox"/> 139 Towns |
| <input type="checkbox"/> 020 Camden | <input type="checkbox"/> 060 Fulton | <input type="checkbox"/> 100 Miller | <input type="checkbox"/> 140 Treutlen |
| <input type="checkbox"/> 021 Candler | <input type="checkbox"/> 061 Gilmer | <input type="checkbox"/> 101 Mitchell | <input type="checkbox"/> 141 Troup |
| <input type="checkbox"/> 022 Carroll | <input type="checkbox"/> 062 Glascock | <input type="checkbox"/> 102 Monroe | <input type="checkbox"/> 142 Turner |
| <input type="checkbox"/> 023 Catoosa | <input type="checkbox"/> 063 Glynn | <input type="checkbox"/> 103 Montgomery | <input type="checkbox"/> 143 Twigg |
| <input type="checkbox"/> 024 Charlton | <input type="checkbox"/> 064 Gordon | <input type="checkbox"/> 104 Morgan | <input type="checkbox"/> 144 Union |
| <input type="checkbox"/> 025 Chatham | <input type="checkbox"/> 065 Grady | <input type="checkbox"/> 105 Murray | <input type="checkbox"/> 145 Upson |
| <input type="checkbox"/> 026 Chattahoochee | <input type="checkbox"/> 066 Greene | <input type="checkbox"/> 106 Muscogee | <input type="checkbox"/> 146 Walker |
| <input type="checkbox"/> 027 Chattooga | <input type="checkbox"/> 067 Gwinnett | <input type="checkbox"/> 107 Newton | <input type="checkbox"/> 147 Walton |
| <input type="checkbox"/> 028 Cherokee | <input type="checkbox"/> 068 Habersham | <input type="checkbox"/> 108 Oconee | <input type="checkbox"/> 148 Ware |
| <input type="checkbox"/> 029 Clarke | <input type="checkbox"/> 069 Hall | <input type="checkbox"/> 109 Oglethorpe | <input type="checkbox"/> 149 Warren |
| <input type="checkbox"/> 030 Clay | <input type="checkbox"/> 070 Hancock | <input type="checkbox"/> 110 Paulding | <input type="checkbox"/> 150 Washington |
| <input type="checkbox"/> 031 Clayton | <input type="checkbox"/> 071 Haralson | <input type="checkbox"/> 111 Peach | <input type="checkbox"/> 151 Wayne |
| <input type="checkbox"/> 032 Clinch | <input type="checkbox"/> 072 Harris | <input type="checkbox"/> 112 Pickens | <input type="checkbox"/> 152 Webster |
| <input type="checkbox"/> 033 Cobb | <input type="checkbox"/> 073 Hart | <input type="checkbox"/> 113 Pierce | <input type="checkbox"/> 153 Wheeler |
| <input type="checkbox"/> 034 Coffee | <input type="checkbox"/> 074 Heard | <input type="checkbox"/> 114 Pike | <input type="checkbox"/> 154 White |
| <input type="checkbox"/> 035 Colquitt | <input type="checkbox"/> 075 Henry | <input type="checkbox"/> 115 Polk | <input type="checkbox"/> 155 Whitfield |
| <input type="checkbox"/> 036 Columbia | <input type="checkbox"/> 076 Houston | <input type="checkbox"/> 116 Pulaski | <input type="checkbox"/> 156 Wilcox |
| <input type="checkbox"/> 037 Cook | <input type="checkbox"/> 077 Irwin | <input type="checkbox"/> 117 Putnam | <input type="checkbox"/> 157 Wilkes |
| <input type="checkbox"/> 038 Coweta | <input type="checkbox"/> 078 Jackson | <input type="checkbox"/> 118 Quitman | <input type="checkbox"/> 158 Wilkinson |
| <input type="checkbox"/> 039 Crawford | <input type="checkbox"/> 079 Jasper | <input type="checkbox"/> 119 Rabun | <input type="checkbox"/> 159 Worth |
| <input type="checkbox"/> 040 Crisp | <input type="checkbox"/> 080 Jeff Davis | <input type="checkbox"/> 120 Randolph | |

Failure to identify all counties served may result in the issuance of a payment to the applicant.

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In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), _____ hereby agrees:
 (Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7));
2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7));
3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7)).
4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.
 - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
 - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.
5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a **twenty-one day** disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.

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6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.
7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
 - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
 - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.
8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.
9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

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The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

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Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.
11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.
12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.
13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

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List of All Local Offices:

1. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone number: _____

EIN or TAX Number: _____

2. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

3. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

4. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

5. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____