

Clay County Community Services  
Emergency Home Energy Assistance Program  
Vendor Payment Agreement  
with  
**City of Green Cove Springs**  
321 Walnut St.  
Green Cove Springs, FL 32043  
(904) 297-7500  
Fax (904) 284-2718

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

1. This Agreement will begin on April 5, 2022 and will end on December 31, 2023.
2. The Provider 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 Provider. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized Provider representative.
3. The Vendor agrees to provide the Provider with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis.
4. The Provider 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 Provider.
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 Provider 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 Provider 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 Provider agrees to provide payment to the Vendor within 30 days from the date of the Provider's promise to pay.
12. This Vendor Agreement will be signed by Provider 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 Provider or with the Provider'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://stmbiz.org/search.html>. The Vendor's name must also be verified against the Excluded Parties List System (EPLS) at <https://www.epls.gov>. The Provider 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.

**PROVIDER**

Clay County Community Services  
477 Houston St.  
Green Cove Springs, FL 32043

\_\_\_\_\_  
(Signature)

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

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

**VENDOR**

City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

\_\_\_\_\_  
(Signature)

Edward R. Gaw, Mayor  
(Name and Title)

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

ATTEST:

\_\_\_\_\_  
Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney