



State of Alaska Heating Assistance Program
SF 2027-2031 Vendor Agreement

Parties

- a. State of Alaska, Department of Health, Division of Public Assistance, Heating Assistance Program, hereinafter referred to as HAP; and
- b. _____ hereinafter referred to as Vendor.
(Name of Home Energy Supplier)

Purpose of Agreement

In accordance with the Low Income Home Energy Assistance Act of 1981 (P.L. 97-35) as amended by Title VI of the Human Services Reauthorization Acts of 1984 (P.L. 98-558), of 1986 (P.L. 99-425), of 1990 (P.L. 101-501), 1994 (P.L. 103-205), and 1998 (P.L. 105-258) and State of Alaska Statute 47.25.621-626 and State Regulations 7 AAC 44.010 – 7 AAC 44.9001 the purpose of this agreement is to provide for the payment of home heating costs on behalf of low-income households eligible for the State of Alaska Heating Assistance Program (HAP). To accomplish this both parties agree to the following terms and conditions.

HAP Conditions

1. Upon certification of an eligible household, HAP shall send a written Notice of Action to the Vendor and the household. The notice will state the amount of heating assistance available to the household, and how the assistance is to be distributed among its Vendors. *Please note that when the HAP Self-Service Vendor Portal becomes available, the Vendor will be expected to access their customers' award information through the portal and will no longer receive a paper notice.*
2. HAP shall then make a cash advance payment equal to the amount of heating assistance assigned to the Vendor on the household's behalf via a state warrant or electronic funds transfer (EFT). Said payment will be sent within five days of the Notice of Action.
3. In accordance with Alaska State Regulation 7 AAC 40.051, HAP will make heating assistance payments only for home energy products including fuel oil, kerosene, electricity, natural gas, propane, wood, wood pellets, and coal.
4. HAP agrees to secure from each eligible household, as a part of their application for assistance, written authorization for the release of information concerning the eligible household's account with the Vendor.

5. HAP agrees that any information provided by the Vendor on the account of an eligible household shall be used solely for the purpose of administering the Heating Assistance Program and weatherization services and for no other purposes.
6. If it is determined the Vendor has violated any material provisions of this Agreement, HAP shall terminate this agreement in writing and immediately cease making any further payments under the program to the Vendor.
7. At the request of the vendor, HAP agrees to provide written confirmations, via fax or e-mail, of phone pledges for emergency service/deliveries.
8. HAP will maintain the [HAP Vendor Manual](#) to be used as a Vendor resource.

Vendor Conditions

1. The Vendor shall accept the HAP payment to be made on behalf of an eligible household and not use any portion of the HAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies or for equipment repair and rental.
2. The Vendor will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment received from HAP. If payment covers only a portion of the balance due, it must be applied to the oldest part of the bill in the current season.
3. The Vendor agrees that no household receiving heating assistance will be treated adversely because of such assistance under applicable provision of the State law or public regulatory requirements.
4. The Vendor agrees not to discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf payments are made.
5. The Vendor agrees not to share any information related to eligible households with any parties except the state agency. The Vendor agrees to comply with all applicable state and federal laws dealing with privacy and confidentiality. The vendor agrees that all employees that have access to client information are required to sign a confidentiality statement. A sample confidentiality statement is included with this agreement and can be requested from vendors.liheap@alaska.gov. If the Vendor is determined to be out of compliance, this agreement shall immediately be declared null and void.
6. The Vendor will, after receipt of the written notice of a household's eligibility and upon the household's request, provide home heating fuel to the eligible household (unless such action violates established company policy). To expedite delivery of fuel or services and/or to reconnect electricity or natural gas in emergency situations, Vendors may be advised by telephone, by an authorized HAP representative, of a household's eligibility. Vendors can ask to receive a written, faxed verification of the verbal pledge from an authorized HAP representative. Vendors are not required by this agreement to

serve households before notification from a HAP representative verifying the customer's eligibility and award level.

7. Delivery of fuel or energy must be made within one day if a household is in an emergency situation that threatens their ability to remain warm and safe in their homes. If Vendor is unable to deliver fuel within this timeframe, they must notify the HAP at liheap.vendors@alaska.gov so that other arrangements can be made to provide heat to the household.
8. Vendors receiving cash advances from HAP on behalf of eligible households for future home heating bills must promptly submit verification to vendors.liheap@alaska.gov that the payments were received and credited to the household's account. This may be accomplished by either a signed statement citing the name, date, and the amount credited to the household's account, or by submitting a copy of the household's bill which shows the credited HAP payment. Once confirmation of payment is received by HAP, no further verification of the use of HAP credit is required.
9. In instances where the Vendor provides multiple utility services, the Vendor will ensure payment by HAP is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage or phone. Vendor must list the credited HAP payment on the household's bill, invoice or statement. Payments may be used only for approved home heating products for the eligible household's own use (HAP Condition Nos. 3-5) and not for any other non-heating related charges (except as outlined in Condition Nos. 3-5). The credit shall be no less than the full amount of the payment made by HAP on behalf of each eligible household.
10. Vendors will refund HAP credits directly to the customer in the following situations:
 - a. a household with a prepaid HAP credit balance chooses to close its service account for any reason; and
 - b. if a customer with a prepaid HAP credit balance dies, and there are no other persons in the household continuing to use the service account (note: the credit balance may be left on the same service account for use by surviving family or household members).
11. In the event the Vendor receives a HAP payment in error, the Vendor must inform HAP via email: vendors.liheap@alaska.gov of the incorrect payment and return said amount to HAP. Vendor should include the household's name, address, amount of payment being returned, and the original warrant number and date. Then HAP will then reissue the payment to the correct vendor.
12. The Vendor agrees not to disconnect service for at least 30 days after receiving any payment or verification of payment from the State of Alaska Heating Assistance Program.

13. The Vendor agrees not to apply any HAP payment to any indebtedness incurred by the heating assistance client(s) as a result of deliveries made or services provided before October 1 of the HAP program year unless it is being used to prevent a disconnect of service or to reconnect service to the eligible household. The customer's HAP benefit shall be credited, in full to the current heating season (October – September) unless otherwise noted.
14. The Vendor shall not transfer any portion of the HAP payment made on behalf of an eligible household to any other customer's account.
15. The Vendor shall not assign or transfer its interest in this Agreement without the express written consent of HAP.
16. The Vendor agrees to notify HAP of any mergers or acquisitions. Mergers and acquisitions may affect the company's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to HAP.
17. As authorized by the client's Heating Assistance Application for benefits, the Vendor shall provide, at no cost to HAP or the client, and within a timeframe specified by the Alaska HAP, a record of annual energy consumption in dollars and units of fuel/product, payment frequency, disconnection information, and arrearage amounts for the 12 month period of July to June. If the client has been a customer for less than 12 months, the Vendor will provide HAP with the requested data and indicate the number of months that the data supports.
18. The Vendor acknowledges that HAP is in the process of developing a vendor self-service portal which will be used to report awards, confirm credits to customer accounts, collect annual client usage information, and store copies of Agreements. This vendor portal is expected to be ready for use before the renewal of this Agreement. Therefore, the Vendor agrees to apply for an account and use the Vendor portal for these described purposes once the portal is available to them.
19. Incidental charges necessary for use and delivery of home heating may be paid from an eligible household's HAP payment (i.e. charges for reconnection of service, late payment, delivery, deposits or memberships). However, collection agency fees, along with equipment repair and rentals, are not allowed.
20. A HAP payment may not be used for any purpose not described herein unless approved by HAP Policy staff on a case-by-case basis.
21. A household or vendor may not sell, or barter heating fuel purchased with a HAP payment to any household other than the one it was issued to.
22. Upon request, the State and Federal auditors and program reviewers may have access to Vendor's financial and billing records pertaining to services provided under authority of this Agreement for audit and inspection. The Vendor agrees to fully cooperate with any audit or investigation and to retain all books, records, and other documents

relevant to this agreement for a minimum of five (5) years plus the current year or until litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed.

Contract Period

1. This contract is in effect from the date it is signed by both parties until June 30, 2031. This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof. No heating assistance vendor shall be paid without signing an agreement for receipt of payments under HAP.
2. Termination of this contract may occur by either party, by terminating its duties under this agreement upon provision of thirty (30) days written notice to the other. When the contract is terminated, the Vendor shall not incur new obligations for the terminated portion after the effective date.
3. Termination by either party shall not discharge any obligation owed by either Party to the other or to a household or any liability, which has accrued prior to termination.

VENDOR

STATE OF ALASKA

Name of company (reported to the IRS)

Agency

Email

Email

Authorized Signature

Date

Authorized Signature

Date

Printed Name and Title

Printed Name and Title

Please Furnish the Following Information for Your Organization

Business Name

Tax I.D. No: _____

Business License: _____

Business Type

☐ Non-profit

☐ Corporation

☐ Sole proprietor

☐ Subsidiary

☐ Using Parent Tax I.D.

Name of parent company: _____

☐ Other

Explain: _____

Types of home heating products sold

☐ Coal

☐ Electric

☐ Fuel Oil

☐ Kerosene

☐ Natural Gas

☐ Propane

☐ Steam

☐ Wood/Wood Pellets

What type of wood products do you sell? _____

Is it split? ☐ Yes ☐ No

If split, into what size? _____

Do you deliver or must customers pick up their wood? _____

☐ Other

Explain: _____

STATE OF ALASKA HEATING ASSISTANCE PROGRAM

Vendor Agreement Contact Information

Communities/Locations Served

For each location, please complete the following information:

Name/ Location	Town(s) Served	Minimum Delivery	Fuel Pick- Up or Delivery	If Pick-Up Store Hours	Accounting Contact Name, E-Mail & Phone	Customer Service Contact Name, E-Mail & Phone

If extra space is needed, please provide info on a separate sheet. Thank you.

Should all warrants and notification of awards be sent to a corporate location or individual offices? Please provide specifics:
