



<b>Supplier:</b> Payson City Corporation
<b>Project:</b> HEAT Vendor Contract
<b>Vendor Code:</b>
<b>Contract Coding:</b> 1000/600/9365/NSG
<b>CFDA # &amp; Title:</b> 93.568 Low Income Home Energy Assistance Program – LIHEAP Vendor Contract
<b>Federal Funding Entity:</b> U.S. Dept. of Health & Human Services

Payson City Corporation  
439 W UTAH AVE  
PAYSON, UT 84651

**1. CONTRACT PRINCIPALS:**

This contract is between the Utah State Department of Workforce Services, Housing and Community Development Division, Home Energy Assistance Target (HEAT) Program, 1385 S State Street, Salt Lake City, UT 84115, hereinafter referred to as STATE, and

Payson City Corporation

Hereinafter referred to as SUPPLIER.

**2. CONTRACT PERIOD:**

This contract is effective upon signature and effective until terminated, in writing, by either party.

**3. PURPOSE OF CONTRACT:**

The Low-Income Home Energy Assistance Act of 1981 (Pub. Law 97-35, Sections 2601-11, 42 U.S.C. Sections 8621-8629) provides grants to the states to assist eligible low-income households in meeting the costs of home energy. Eligible households are defined as those meeting the criteria set forth in the HEAT Manual, issued by the Utah State Department of Workforce Services, HEAT Program. This contract incorporates the requirements that must be met by SUPPLIER if payments are to be made directly to SUPPLIER in accordance with 42 U.S.C., Section 8624 (b)(7).

**4. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:**

- A. HEAT Program Policy Manual.
- B. State of Utah LIHEAP Plan of Operation and Application for Funding.

## 5. TERMS AND CONDITIONS:

A. STATE will make payments to SUPPLIER provided that:

- 1) SUPPLIER charges the household in SUPPLIER'S normal billing process.
- 2) SUPPLIER bills the household no more than the cost of the energy delivered minus the cost of the payments received or expected from the STATE.
- 3) SUPPLIER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of sale, credit, deliver, or price, including service charges, reconnection charges and payment plan arrangements.

- 4) SUPPLIER agrees not to discontinue utility service for at least 30 days after receiving any verification of payment from STATE, whether for the standard HEAT program or for emergency funds, excluding repairs. Examples of valid HEAT verifications will be available upon request from the STATE.
- 5) SUPPLIER agrees to waive any additional security deposit billed to household approved for the HEAT program. This does not apply to service initiation fees routinely charged by SUPPLIER to both renters and owners alike as a condition of service.

- 6) If SUPPLIER is a utility regulated by the Public Service Commission of Utah, SUPPLIER will supply energy in accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.

- 7) SUPPLIER will ensure that payment by the state is credited toward the household's home energy costs.

B. STATE will include a list of eligible households and amounts paid on behalf of households with each warrant paid to SUPPLIER.

C. Credit Balances

- 1) If a household discontinues service with SUPPLIER and the household so elects, SUPPLIER will forward to the new SUPPLIER any credit balance remaining on account, provided the household furnishes the name and address of the new supplier, together with his/her account number, within 30 days after termination of service. New SUPPLIER must be doing business within the State of Utah.

- 2) If a Client elects to have the credit balance refunded directly to him/her, SUPPLIER will do so, provided the client furnishes SUPPLIER with the new address within 30 days after termination of service and provided client still resides within the State of Utah.

- 3) In the event that the household does not furnish the information to SUPPLIER within the 30 day period, SUPPLIER will refund the remaining balance to STATE.
- D. In the event SUPPLIER erroneously returns funds to the STATE, the STATE shall remit such funds to the SUPPLIER within 30 days after a determination that such return was in error.
- E. Delivery of fuel or energy will be made within four calendar days of the receipt of or verification of payment, if not earlier.
- F. SUPPLIER will be an independent contractor, and as such, shall have no authorization, express or implied to bind the state of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any such acts as agent for the State of Utah except as herein expressly set forth.
- G. The compensation provided for herein shall be the total compensation payable hereunder by the State of Utah or the above designated State Agency.
- H. This contract is entered into as a means of providing appropriate services to eligible households.

**6. AUDITS AND INSPECTION:**

On request, STATE and Federal auditors and program reviewers may have access to SUPPLIER'S financial and billing records pertaining to services provided under authority of this contract for audit inspection.

**7. INDEMNITY CLAUSE:**

Each party hereto agrees to indemnify and save harmless the other party, its officers, agents and employees from and against any and all loss, damages, injury, liability, and costs of suits or proceedings which may arise out of the performance of this contract by said indemnifying party, its officers, agents or employees.

**8. TERMINATION:**

This contract may be terminated, with or without cause by either party upon 30 days prior written notice being given to the other party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.

9. RELEASE:

The SUPPLIER represents and warrants that it is authorized to receive payment from the STATE on behalf of a customer that the STATE has determined to be eligible under the HEAT guidelines and as such is an eligible HEAT applicant. SUPPLIER will, upon verbal or written request from the STATE, provide at no cost to the STATE the eligible HEAT applicant's billing and usage history for the previous twelve (12) months from the date of the request. SUPPLIER will transmit the requested billing history via electronic mail or facsimile no later than ten (10) days after the request date.

IN WITNESS WHEREOF, the parties sign this contract and cause it to be effective as of the date signed:

SUPPLIER INFORMATION

STATE SIGNATURES:

Supplier Name

Gordon D Walker, Director  
Housing & Community Development Division  
Date

Printed Name of Authorized Representative Date

Kimberley Schmeling, Budget Officer  
Housing & Community Development Division  
Date

Signature of Authorized Representative

Contact Person: Email: Phone Number: Fax:

Fuel Type(s) provided (please check all that apply):

☐ Natural Gas ☐ Propane ☐ Coal ☐ Wood ☐ Electricity ☐ Fuel Oil ☐ Kerosene



