



TEXAS UTILITY HELP PROGRAM UTILITY PROVIDER AGREEMENT

PURPOSE. The purpose of the Texas Utility Help Utility Provider Agreement (“**Vendor Agreement**”), funded from the Comprehensive Energy Assistance Program (“**CEAP**”) and the Low-Income Home Water Assistance Program (“**LIHWAP**”), is to provide a grant for emergency assistance to low-income households known as (“**Certified Customer or Customers**”), particularly those with the lowest incomes that pay a high proportion of household income for electricity, gas, propane, known as “**Energy Services**” and water, storm water, drinking water, wastewater/sewer, and groundwater services, known as “**Water Services**”.

The Utility Services Provider identified below (“**Vendor**”) agrees to the terms of the CEAP and/or LIHWAP grant(s) as applicable and to accept payment from CEAP and LIHWAP for eligible CEAP and LIHWAP households to whom Vendor continues to provide Utility Services. Texas Department of Housing and Community Affairs (“**TDHCA**” or “**Agency**”) agrees to make payments only for CEAP and LIHWAP households who have been determined to be eligible for the program.

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**”.

TERM. This Vendor Agreement shall be effective from the date of the Vendor’s signature below, and shall terminate on December 31, 2023, unless earlier terminated by one of the Parties in accordance with the terms of the Agreement. Either of the Parties may terminate this 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 address as entered or updated by Vendor in the Texas Utility Help Vendor portal. The notice address for Agency is P.O. BOX 13941, Austin, TX 787113941.

AGENCY REPRESENTATIONS. The CEAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, prevention of disconnection of service, and/or to pay either partially or in full an eligible CEAP Certified Customer current due energy bill, in addition to prospective payments in accordance with program rules, known as “**Eligible Costs**” for Energy Services. The LIHWAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP Certified Customer current due water bill, known as “**Eligible Costs**” for Water Services.

VENDOR’S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the Certified Customer’s account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the CEAP and LIHWAP.

Both Parties acknowledge that TDHCA may select entities to serve CEAP and LIHWAP clients in Texas, and that Vendor shall not refuse to enter into other agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to a Certified Customer:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible CEAP and/or LIHWAP households, as applicable, and household accounts including but not limited to bills, payments, and services.
- Provide Energy and/or Water Services to each eligible and approved household for which payment is provided under CEAP and/or LIHWAP.
- Upon accepting payment from Agency for Certified Customer, continue or restore energy and/or water service to Certified Customer with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission (“PUC”), if applicable.
- 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 as soon as possible, but no later than forty-eight 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 and/or Water Service, as applicable, or otherwise discriminate in the marketing and provision of Energy and/or Water Service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of household in an economically distressed geographic area, or qualification for low-income energy- or water-efficiency services.
- 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 to the 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).
- Not apply CEAP or LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply CEAP or LIHWAP payments to commercial accounts. CEAP and LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on CEAP and LIHWAP household bills, the amount of CEAP and/or LIHWAP payment(s) received in a manner which identifies the payment as received from CEAP and/or LIHWAP or at least the amount paid by CEAP and/or LIHWAP shown as credited.

- Continually maintain accurate records of CEAP and LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with CEAP and LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the CEAP and LIHWAP.
- Certified Customer must agree to authorize the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies including contractors.
- Data related to a Certified Customer's Energy or Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The Certified Customer's application will authorize the Vendor to release this information to the Agency.
- Vendors providing Water Services represent and warrant that they have a current Vendor Certificate of Convenience and Necessity Number ("CCN").

AGENCY RESPONSIBILITIES. The Agency will:

- Maintain in Agency's system of record the Certified Customers' written permission for Agency's access to Certified Customer's information as stated above.
- Obtain written permission for Agency to request and have access to household information, including confidential or personal account information, credit and payment history, from households seeking Agency's assistance. Social Security numbers are not required for the LIHWAP or CEAP program and may not be disclosed to Agency.
- Review invoice(s) submitted by the Vendor and/or the Certified Customer. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of a Certified Customer to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices and documentation from the household, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and Certified Clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the CEAP and LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human

Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the Texas Utility Help program by posting the same on the Texas Utility Help website.

- **OBLIGATIONS.** Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding under the statewide Texas Utility Help program. If funding for Energy and/or Water services, as applicable, is not available to make payments, Agency will notify Vendor in writing within a reasonable time after such fact is determined.

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 and/or Water Services as applicable; 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).

VENDOR:

Authorized Vendor Signature	Date
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Typed Name of Authorized Signature	Title
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Typed Vendor Name

AGENCY:

Authorized Agency Signature	Date
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Typed Name of Authorized Signature	Title
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