



OFFICE OF
**RESILIENCE AND
COMMUNITY SERVICES**

September 30, 2020

Dear LIHEAP Vendor:

During the Low-Income Home Energy Assistance Program (LIHEAP) administered by our agency, we service customers/tenants who either have utilities included in their rent or purchase fuel from your establishment.

In order for you to receive federal funds on behalf of your customers/tenants under this program it is necessary that we update your information annually for our records in accordance to the program guidelines.

The following forms are enclosed with this letter for your completion and signature:

- Vendor Agreement
- Attachment A – Billing Procedures
- Attachment B – LIHEAP Vendor Price Quote
- Form W-9, request for taxpayer identification number and certification

Please complete the enclosed forms to be considered as an approved vendor for the LIHEAP 2020-2021 program year. Return completed forms at your earliest convenience to:

Louisville Metro Office of
Resilience and Community Services
Attn: Harley Moncada
701 West Ormsby, Suite 201
Louisville, KY 40203

Completion of the enclosed forms will help eliminate any delays your customers/tenants may experience should they apply for assistance.

Please feel free to contact me at (502) 574-6122 should you have any questions. You may also fax it back to (502) 574-6912. We look forward to working with you again this season.

Harley Moncada
Program Coordinator
Louisville Metro Government
Office of Resilience and Community Services

Low Income Home Energy Assistance Program (LIHEAP) Vendor Agreement

This Agreement entered into by and between Louisville Metro Government Office of Resilience and Community Services and _____ (Vendor) is effective as of _____.

WHEREAS, Title XXVI of the Low Income Home Energy Assistance Act of 1981 (P.L. 97-52) provides for Home Energy Assistance to eligible households; and

WHEREAS, parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

The Vendor shall:

1. Comply with 921 KAR 4:116 Low Income Home Energy Assistance Program
 - a. **Provide the Agency with a fixed price in gallons for kerosene, propane or fuel oil, cords of wood, or tons of coal, delivered or picked up by the client.** Agency may accept additional units of measurement, but the vendor must provide the conversion to the base units described (gallons for propane, kerosene, and/or fuel oil; cords for wood; tons for coal).
 - b. **Allow Agency and authorized federal or state representatives to inspect records upon request:** All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by the Cabinet for Health and Family Services (Cabinet) and Community Action Kentucky (CAK) representatives or their delegates, and authorized federal representatives. Such records shall show the amount of home energy delivered to each eligible Household, the amount of payments made for home energy by such eligible Households, the dollar value of credit received on behalf of each eligible household. Records shall be maintained for a period of three (3) years following the termination of this Agreement.
 - c. **Maintain records to financial transactions regarding LIHEAP for a period of three (3) years.** Vendor must establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records shall be maintained for a period of 3 years following the termination of this Agreement.
 - d. **Inform the Agency if information is received that a household has obtained a benefit by misrepresentation.** This includes any instances where the Vendor may be aware that a household has been approved for benefits by misrepresentation of the household's situation.
 - e. **Provide fuel as specified and at the price quoted** to the CAA. Price changes must be submitted in writing to the CAA.
 - f. **Comply with federal and state law pertaining to equal employment opportunity** including Equal Employment Opportunity standards.
 - g. **Comply with billing procedures established by the Agency.**
 - h. **Comply with the following provisions when accepting payment from LIHEAP for energy or service**
 - i. **Reconnection of utilities and delivery of fuel during a crisis component shall be accomplished upon certification for payment.** Reconnect utilities and/or deliver fuel upon certification of payment.
 - ii. **A household shall be charged, in the normal billing process, the difference between actual cost of the home energy and amount of payment made through this program.** 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 made through this program. Upon request, bulk fuel vendors shall provide a report to the CAA to demonstrate that LIHEAP recipient customers are charged the same as non-LIHEAP customers.
 - iii. **A LIHEAP recipient shall be treated the same as a household not receiving benefits.** Not treat a Household receiving assistance under the program adversely because of such assistance; and shall agree to charge eligible LIHEAP recipients the price normally charged to a non-eligible household. This includes charging LIHEAP customers only for fees that they would normally charge any/all customers.
 - iv. **The household on whose behalf benefits are paid shall not be discriminated against, either in the costs of goods supplied or the services provided.** Not discriminate against any certified household in any manner, including terms and conditions of sale, credit, delivery or price whether in the cost of the goods supplied or the services provided because of such households' participation in LIHEAP;
 - v. **A landlord shall not increase the rent of a recipient household due to receipt of a LIHEAP payment.** Not increase the household's rent on the basis of receipt of the payment.
 - i. **Time Standards: Under a crisis or cooling component, benefits shall be authorized so that a Crisis situation is resolved within forty-eight (48) hours; or Life-threatening situation is resolved within eighteen (18) hours.** Whereby a vendor cannot or will not deliver fuel within the required time period, the vendor agrees to notify the local CAA office immediately. If for any reason the fuel is not delivered in the timeframe, the CAA may declare the voucher null and void and will not be responsible for payment.

2. Provide services under LIHEAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service and discrimination in accordance with the Privacy Act of 1974
4. Report any situations that threatens life, health and safety to the CAA.
5. Delivery of Benefits and Payment Documentation
 - a. Vendor will contact client to arrange delivery
 - b. Vendor must provide CAA with "proof of receipt" documentation for all bulk fuels that are either picked up by or delivered to the client as required by CAA instructions. Obtain the client's signature for the delivery of fuel on the voucher or provide a delivery ticket to certify date, quality and quantity of bulk fuel deliveries in accordance with local CAA instructions.
 - c. Submit all vouchers and/or delivery tickets, to the local CAA within 60 days of issuance or May 15, whichever comes first to receive payment. Any vouchers or bills that do not have the required delivery information and vouchers/bills that are not submitted within this time frame shall not be paid.
 - d. Return to the CAA any/all credits on client accounts from the LIHEAP program, not used by the client for any reason, within 45 days from the date the program closed. Credits and/or refunds should include the following per each application: quantity of fuel refunded; dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
6. Provide at no cost to the Cabinet, Community Action Kentucky, or the CAA, information on each applicant's energy costs for a twelve (12) month consecutive billing period. The Cabinet or its designee may use these data for the purposes of client outreach and referral, LIHEAP performance management, and meeting state and federal reporting requirements.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors.

The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.

This contract supersedes all previous Vendor Agreements signed by both parties.

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

VENDOR:

Business Name

Federal ID Number

Telephone Number

Fax Number

Business Address

Contact Name

Mailing Address

Email Address

I further understand that giving wrong information on purpose is FRAUD and may result in legal action against me.

Vendor Signature

Date

CAA: Agency Representative: _____

Date Received: _____

Attachment A
Louisville Metro Government Office of Resilience and Community Services
LIHEAP Subsidy/Crisis Billing Procedures
2020-2021

1. All customers approved for LIHEAP Subsidy or Crisis benefits will receive a copy of application stating the amount of benefit approved, the vendor to whom the benefit is paid and an account number (if applicable).
2. A voucher will be faxed to bulk fuel vendors upon application approval. Once the bulk fuel is delivered, the vendor is required to fax back the voucher with their portion completed.
3. A report of approved customers will be run every Monday. The approved list will include: vendor, customer name, date approved, LIHEAP component (Subsidy or Crisis), and the benefit amount to be paid on behalf of the customer.
4. Community Action will then submit a Purchase Request to Louisville Metro Finance Department for payment to the vendor.
5. Checks will be made to the vendor totaling the amount of the listing within **4-6 weeks** from the *date payment was requested*.

If you have any questions concerning the amount of the check, the customer's account or amount of the benefit, please call (502) 574-6122 for assistance.

In order to receive payment, you must sign all documentation in this packet.

Please keep a copy of this form for your records and mail the original form to:

Louisville Metro Government
Office of Resilience and Community Services
Attn: Harley Moncada
701 West Ormsby, Suite 201
Louisville, KY 40203

Or fax to (502) 574-6912

Should you have a complaint about the program, payments or any other issues concerning LIHEAP, you may contact the following:

Louisville Metro Office of Resilience and Community Services
Community Action Kentucky

502-574-1157
800-456-3452

Vendor Signature: _____ Date: _____

Attachment B
Louisville Metro Government Office of Resilience and Community Services
LIHEAP VENDOR PRICE QUOTE

Landlord/Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell Phone: _____

Email: _____

Landlord/Heat included with Rent:

Each client applying for this type of assistance must have a written lease agreement and/or an eviction notice stating that utilities are included in the rent.

Landlord may need to provide proof of property ownership

Source of Heat in the home: ELECTRIC GAS PROPANE FUEL OIL WOOD

Propane Gas

Propane will be delivered by the appropriate Owner/Vendor of the propane tank in accordance with Federal regulations.

Price per gallon (delivered) _____

Size of Load: _____ Are you able to deliver within 48 hours? _____

Seasoned Hardwood

Per 1 Cord = 4 x 4 x 8, Stacked

Price quoted per Cord, Delivered to client and stacked _____

Fuel Oil/#1 Kerosene

Customers listed on the voucher must pick up no less than five (5) gallons per visit and sign for each purchase and initial by the attendant.

Price per gallon (delivered) _____ Price per gallon (picked up) _____

Coal

Price per ton (delivered) _____

Vendor Signature: _____ **Date:** _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see Instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 6 City, state, and ZIP code
 7 List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | - | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

| | |
|----------------------------|--------|
| Signature of U.S. person ▶ | Date ▶ |
|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sale and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.