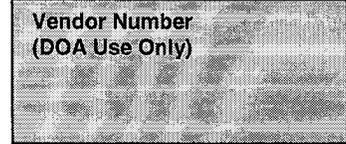




Fuel Supplier/Vendor Agreement Wisconsin Home Energy Assistance Program

This Fuel Supplier/Vendor Agreement is entered into by and between the State of Wisconsin, Department of Administration, Division of Energy Services, hereinafter the "Division", P. O. Box 7868, Madison, WI 53707-7868 and;



Under the following terms:

1. Definitions

- a) Agency means the county or tribal entity (or its designated subcontractor) that administers WHEAP.
- b) Department means the Wisconsin Department of Administration.
- c) Division means the Division of Energy Services at the Wisconsin Department of Administration.
- d) Energy Burden means having responsibility for the cost of home energy. Examples: a household may purchase from a fuel supplier, may make undesignated payments in the form of rent, may cut their own wood, etc.
- e) Fuel Supplier means any individual, partnership or corporation in the business of supplying energy to customers. Trailer park owners and other such persons receiving fuel from a fuel supplier and then providing tenants or homeowners with said fuel do not meet the definition of fuel provider as used in this contract. Landlords may register as a vendor to receive payments for a security deposit or first month's rent in limited situations.
- f) Home Energy includes heating and electric costs.
- g) Vendor means any individual, partnership or corporation in the business of supplying energy related services to customers.
- h) WHEAP means the Wisconsin Home Energy Assistance Program.
- i) WHEAP Payment includes regular heating, regular Public Benefits (PB) and all crisis payments.

2. The Division agrees to the following:

- a) To provide funds under the WHEAP program which includes the federal Low Income Energy Assistance Act and the State Public Benefit Program.
- b) To assign a vendor number to each supplier after the agreement is signed; and

- c) To issue to a vendor or fuel supplier a single check which includes payments for all eligible households. A payment register will precede the check. The register will include the name of the WHEAP applicant, the amount to be applied to each account name and number, and the address and county of residence of the applicant.

3. The Supplier agrees to the following:

- a) To provide home heating/electric related services to each eligible residential household in an amount equal to the WHEAP payment received in the current heating season.
- b) Apply the regular heating and regular PB payments to current heating season costs.
- c) Apply crisis payments as directed by the Weekly Payment Register or Agency.
- d) Return crisis payments as a separate payment to the Division, under the guidelines of the "Home Energy Assistance Program Vendor Refund Policy," section 7.
- e) To deduct from subsequent payments any regular heating or regular PB payment(s) made in error to your company.
- f) To charge the eligible household using the Supplier's normal billing process.
- g) To charge all eligible WHEAP recipients the price normally charged for the home energy delivered to a non-eligible, similarly situated household.
- h) Not to discriminate against an eligible WHEAP household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other home energy customers.
- i) To provide an invoice to WHEAP recipients clearly indicating the amount of home energy provided and the cost of said energy.
- j) To clearly enter on the customer's bill the amount of WHEAP payments received in a manner which identifies the payment as received from the Wisconsin Home Energy Assistance Program.
- k) To maintain an accounting system and supporting fiscal records for three years available to Division representatives upon reasonable notice.
- l) To comply with all Wisconsin laws, regulations or other requirements pertaining to the supplying of home energy for residential use.
- m) To provide at no cost to the Division, client, or agency, written information on an applicant

- household's home energy costs, bill payment history, or arrearage history for the time period of September 1 to August 31. If the company does not retain cost and/or billing information for this time period, then the last 12 monthly billing periods must be provided.
- n) To provide at no cost to the Department, or an authorized agent to the Department, for the purposes of research, evaluation, and analysis, information on household energy costs and energy usage for participants of the Home Energy Plus program. This may include information that covers pre- and post-weatherization services.
 - o) To report to the Agency situations that threatens life, health or safety.
 - p) To cooperate with the Agency in developing procedures to respond to immediate and potential emergencies.
 - q) To cooperate with the Agency in providing home energy related services to eligible households.
 - r) To provide the information requested on the attached forms.
 - s) To comply with the terms of this agreement for clients who have WHEAP payments transferred from another fuel supplier.
 - t) To notify the Division of any changes that occur relative to the information provided in this agreement.
 - u) To notify the Division of mergers and/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 the division.
- v) In program years where the Division releases a supplemental WHEAP payment, it will be treated as part of the original benefit of the current heating season.
4. Length of Agreement
- a) This agreement is in effect until terminated as described in Item #5 Termination. Both parties have executed this agreement as of the day and year indicated by the DOA agent's signature.
5. Termination
- a) This agreement will terminate effective immediately upon determination by the Division that the Supplier is not in compliance with the terms of this agreement. The Supplier will be notified within ten (10) days of termination.
 - b) Either the Division or the Supplier may terminate this agreement by giving the other party at least ten (10) days written notice.
6. Entire Agreement
- a) It is understood and agreed that the entire agreement between the parties is contained on this form DOA-9560 (Fuel Supplier/Vendor Agreement).
 - b) This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.

Fuel Supplier/Vendor Agency Signature

Date (mm/dd/ccyy)