

NORTHWEST FOCAL POINT SENIOR CENTER DISTRICT  
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM  
VENDOR PAYMENT AGREEMENT  
WITH  
FLORIDA POWER & LIGHT  
P.O. BOX 8248  
FORT LAUDERDALE, FLORIDA 33340  
954-321-2174

The undersigned home energy supplier hereby agrees to the following conditions in order to receive vendor payments from the Emergency Home Energy Assistance Program (EHEAP):

1. This agreement will begin on October 1, 2016 and will end on September 30, 2020. The agreement will be reviewed/renewed no later than September 30, 2018. (Must be at least every two years).
2. The Recipient agrees to provide the Vendor with a list of names and contact information for all agency personnel authorized to commit EHEAP funds. The Vendor will only accept payment commitment from authorized Recipient personnel. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized Recipient representative.
3. The Vendor agrees to provide the Recipient with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis.
4. The Recipient agrees to provide energy payments directly to the Vendor on behalf of the EHEAP eligible customer.
5. The Vendor assures that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
6. The Vendor assures that eligible households on whose behalf an EHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
7. The Vendor understands that only energy related elements of a utility bill are to be paid with EHEAP funds. No water or sewage charges may be paid except if required by the Vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or Recipient.
8. The Vendor understands that only direct costs of energy related elements of a utility bill are allowed. No changes that result from illegal activities such as bad checks or meter tampering will be paid with EHEAP funds. The Vendor is aware that such charges are the responsibility of the customer.

9. The Vendor understands that when the EHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.
10. The Vendor agrees to assist the Recipient in verifying the EHEAP customer's account information and to make timely commitments to resolve any crisis situation. Subject to the Vendor's privacy requirements, the Vendor agrees to provide the Recipient with the following detailed customer account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
11. The Recipient agrees to provide payment to the Vendor within 30 days from the date of the Recipient's promise to pay.
12. This Vendor agreement will be signed by Recipient and Vendor upper level management with authority to enter into such commitments.
13. If an EHEAP payment to the Vendor cannot be applied to a customer's account, the funds will be returned to the Recipient or with the Recipient's approval applied to another eligible customer's account.
14. The Vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html>. The Vendor's name must also be verified against the Excluded Parties List System (EPLS) at <https://www.epls.gov>. The Recipient agrees to maintain documentation of verification that the business name of the Vendor on this agreement is the same as the legal business name on the State of Florida EPLS website.

**RECIPIENT**

NORTHWEST FOCAL POINT  
 SENIOR CENTER DISTRICT.  
 6009 NW 10<sup>th</sup> STREET  
 MARGATE, FLORIDA 33063

**VENDOR**

FLORIDA POWER AND LIGHT CO.  
 P.O. BOX 8248  
 FORT LAUDERDALE, FLORIDA 33340

BY: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Board President  
 NW Focal Point Senior Center District

\_\_\_\_\_  
 Date

BY: Della McCurdy  
 Signature

Della McCurdy  
 FPL Special Consumer Services Manager

5.23.16  
 Date

ATTACHEMENT I

NW Focal Point Senior Center District Staff authorized to commit EHEAP funds:

Karin Díaz, Project Director

Elizabeth Lopez, I&R Specialist

Therese Pokryfke, Elder Advocate