

VENDOR AGREEMENT
FFY 2019 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (local agency) administering the Low-Income Home Energy Assistance Program (LIHEAP) and:

 Vendor

 Address

 Telephone

 Fax/Email

 Local Agency

 Address

 Telephone

 Fax/Email

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All vendors shall abide by the following provisions for the current Low-Income Home Energy Assistance Program.

Agreement Duration

This agreement is effective when signed by the vendor and shall terminate on September 30, 2019. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

Vendor Notification of Eligible Households

The local agency will notify the vendor in writing of those households that have applied for Low-Income Home Energy Assistance. The local agency will notify the vendor on a weekly basis of those households that have been approved for either the Energy Assistance or Weatherization Assistance Programs.

Household Payments from LIHEAP

Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the vendor made by the local agency on behalf of an approved household must be applied as credit to that household's current energy account.

Regular LIHEAP benefits received may not be used to pay for home energy costs incurred prior to the start of the LIHEAP application period in which payment was made.

If the eligible household resides in the vendor's customary service area, the vendor cannot refuse to provide fuel that is paid for by the regular LIHEAP benefit unless an unsafe condition would result or the tank is owned by another vendor. Exceptions to the requirement for delivery by a vendor may be approved by the local agency, in consultation with the vendor, for circumstances that make delivery impossible and/or impractical, such as inclement weather, lack of available product, or other extenuating circumstances documented by the vendor.

Any payment not accepted by the vendor must be returned to the local agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the local agency within 5 business days.

The energy supplier will charge the approved household in its normal billing process the difference, if any, between the actual cost of the home energy and the amount of the payment made by the local agency.

Vendor Receipt of Payment

Within 30 calendar days of the vendor's receipt of payment, the vendor will provide to the local agency a receipt for the amount of payment received, the date of the receipt, and the household name, address, and account number for which payment was made.

Payments received by vendors for households participating in a budget billing or level-payment plan shall be applied to such level payment account in the full amount of the level payment bill, with any remaining assistance being applied toward future level payment bills until exhausted. A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance. Program assistance shall not be applied toward reducing any account balance in favor of the utility, which is in excess of accrued level payments.

New Customers with Vendor

Vendor may require a new customer to complete an account application, including a customer credit check, as a condition of delivery of propane paid for with LIHEAP funds. The results of a credit check cannot be the basis for refusal of delivery paid for by LIHEAP funds.

Minimum Delivery

The deliverable fuel vendors agree to accept the \$500 minimum LIHEAP benefit for deliverable fuel customers as meeting their requirement for minimum delivery. The delivery must be made within 48 business hours after order by the agency with no additional charges.

Emergency Delivery

In the event of an emergency requiring delivery in less than 48 business hours, empty tank, etc., the vendors' customary charges will apply. Vendor agrees to accept local agency payment guarantees by phone, fax, or email for emergency fills of deliverable fuels and upon such notification make delivery.

Customer Payment Plan

Vendor should make an effort to offer LIHEAP customers a payment plan for any balance due on their account and consider continued provision of fuel to the LIHEAP customer who maintains their payment plan.

Extending Credit to LIHEAP Customer

This agreement does not require the vendor to extend credit to a LIHEAP customer and the vendor at its discretion may refuse delivery of additional fuel if the LIHEAP customer's benefit is exhausted or there is no other means for payment for the fuel.

Continuous Access to Home Heating

The local agency and vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to home heating.

Payments from Households

The local agency and vendor will encourage regular monthly payments from households, including use of budget billing.

Price List

Incidental home energy costs such as charges for delivery, routine services, and reconnections may be paid with funds from this program. A price list of routine services that are normal and customary must be attached to this agreement (i.e., pressure check, safety / leak seek test, regulator replacement, after hour / same day / non-routine delivery, and other).

Unsupported Expenses

Expenses for security deposits or tank rental/leasing will not be paid with funds from this program.

Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the vendor to the local agency and the State of Iowa. The vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Low-Income Home Energy Assistance Program. The energy supplier agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

Termination of Customer Account

If a household terminates its account or changes vendors prior to termination of this agreement, the vendor shall contact the local agency within 30 calendar days to reconcile the existing account and to determine the distribution of any remaining funds. No funds paid under this program may be returned directly to any client without written authorization from the agency. A credit balance on the account is to be returned to the agency within 30 calendar days.

Retention of Records

Energy suppliers will assist the local agency local agency and State of Iowa in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for LIHEAP assistance, payment history, or such other data as the state determines is reasonably necessary.

Books, records, and other evidence pertaining to costs incurred and prices charged under this agreement, for the purpose of audit and/or examinations required for the proper administration of the program must be kept during the period of this agreement and for 3 years thereafter.

Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating vendor in order to evaluate compliance with the provisions of this agreement.

Termination of Agreement

The local agency may terminate this agreement upon written notice for the breach by the vendor of any material term, condition or provision of this agreement. Either the local agency or the vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

Upon termination of the agreement by either party or upon expiration of the agreement, the vendor shall, within 5 business days, remit to the local agency any unexpended funds paid to the vendor.

The vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

SIGNED:

RETURN TO:

Vendor Authorizing Signature

Local Agency Director

Date

Date

ADDENDUM TO THE GENERAL VENDOR AGREEMENT

FFY 2019 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (local agency) administering the Low-Income Home Energy Assistance Program (LIHEAP), and:

Vendor	Local Agency
Address	Address
Telephone	Telephone
Fax/Email	Fax/Email

The above-named local agency will establish on behalf of the State of Iowa, a Prepaid Low-Income Home Energy Assistance Program (LIHEAP) Account in the amount of \$ _____ with the above-named energy supplier.

These funds are to contract for delivery of liquid propane gas and/or fuel oil to eligible LIHEAP clients from October 1, 2018 to the end of the FFY 2019 application period, or until the funds in the Prepaid LIHEAP Account are exhausted.

The above-named vendor agrees to contract delivery of fuel at the cost of \$ _____ per gallon to eligible households.

All provisions of the signed LIHEAP General Vendor Agreement are incorporated by reference to this Addendum. The following additional provisions shall apply:

Agreement Duration

This agreement is effective when signed by the vendor and shall terminate on September 30, 2019. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

Vendor Notification of Eligible Households

The local agency will notify the vendor in writing on at least a weekly basis of those households eligible for Low-Income Home Energy Assistance payments and the amount of their award.

Fuel Delivery and Prepaid LIHEAP Account

The vendor will deliver fuel to the eligible household at the above contracted price and the cost of the fuel delivered will be deducted from the Prepaid LIHEAP Account. If the delivery does not exhaust the payment for which that household is eligible, the remaining balance for that household shall be used for subsequent deliveries

When the Prepaid LIHEAP Account credit balance is exhausted, the charge for delivered fuel shall not exceed the prevailing market price.

The energy supplier will charge the approved household in its normal billing process the difference, if any, between the actual fuel cost and the amount of the LIHEAP award that is deducted from the Prepaid LIHEAP Account.

Prepaid LIHEAP Account funds may not be applied to current balances outstanding incurred prior to October 1, 2018.

Price List

Only deliveries of heating fuel and Incidental home energy costs such as charges for delivery, routine services, and reconnections may be paid with funds from the Prepaid LIHEAP Account. A price list of routine services that are normal and customary must be attached to this agreement (i.e., pressure check, safety / leak seek test, regulator replacement, after hour / same day / non-routine delivery, and other).

Retention of Records

Energy Suppliers will assist the local agency and State of Iowa in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for LIHEAP assistance, payment history, or such other data as the state determines is reasonably necessary.

Books, records, and other evidence pertaining to costs incurred and prices charged under this agreement, for the purpose of audit and/or examinations required for the proper administration of the program must be kept during the period of this agreement and for 3 years thereafter.

Reconciliation of Prepaid LIHEAP Account

Within 30 calendar days after the end of the application period, a reconciliation of the Prepaid LIHEAP Account will be made to assure agreement between the energy supplier and the local agency regarding the use of funds. Any LIHEAP credit balance remaining with a vendor will be returned to the local agency at the time of reconciliation. In the event that a merger or cessation of business is intended by the energy supplier, any of these federal funds remaining as a credit on the Prepaid LIHEAP Account must be returned to the local agency.

Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating vendor in order to evaluate compliance with the provisions of this agreement.

Minimum Delivery

The deliverable fuel vendors agree to accept the \$500 minimum LIHEAP benefit for deliverable fuel customers as meeting their requirement for minimum delivery.

The delivery must be made within 48 business hours after order by the agency or when the client requests a fill, with no additional charges.

Emergency Delivery

In the event of an emergency requiring delivery in less than 48 business hours, empty tank, etc., the vendors' customary charges will apply. Vendor agrees to accept local agency payment guarantees by phone, fax, or email for emergency fills of deliverable fuels and upon such notification make delivery.

All orders or contracts are accepted with the understanding that they are subject to the vendor's ability to obtain the fuel at the nearest point of supply. Additional charges may apply if fuel is not available from original point of supply.

SIGNED:

RETURN TO:

Vendor Authorizing Signature

Local Agency Director

Date

Date

ADDENDUM TO THE GENERAL VENDOR AGREEMENT

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These funds are to contract for delivery of liquid propane gas and/or fuel oil to eligible LIHEAP clients from October 1, 2018 to the end of the FFY 2019 application period, or until the funds in the Prepaid LIHEAP Account are exhausted.

The above-named vendor agrees to contract delivery of fuel to eligible households at the cost of fuel at the time of delivery (market price).

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Vendor Notification of Eligible Households

The local agency will notify the vendor in writing on at least a weekly basis of those households eligible for Low-Income Home Energy Assistance payments and the amount of their award.

Fuel Delivery and Prepaid LIHEAP Account

The vendor will deliver fuel to the eligible household, and the cost of the fuel delivered will be deducted from the Prepaid LIHEAP Account. If the delivery does not exhaust the payment for which that household is eligible, the remaining balance for that household shall be used for subsequent deliveries

When the Prepaid LIHEAP Account credit balance is exhausted, the charge for delivered fuel shall not exceed the prevailing market price.

The energy supplier will charge the approved household in its normal billing process the difference, if any, between the actual fuel cost and the amount of the LIHEAP award that is deducted from the Prepaid LIHEAP Account.

Prepaid LIHEAP Account funds may not be applied to current balances outstanding, incurred prior to October 1, 2018.

Price List

Only deliveries of heating fuel and incidental home energy costs such as charges for delivery, routine services, and reconnections and may be paid with funds from the Prepaid LIHEAP Account. A price list of routine services that are normal and customary must be attached to this agreement (i.e., pressure check, safety / leak seek test, regulator replacement, after hour / same day / non-routine delivery, and other).

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Local Agency Director

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