

**PREPAID DELIVERABLE FUEL VENDOR AGREEMENT  
FY21 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM**

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

_____ Vendor		_____ Local Agency	
_____ Address		_____ Address	
_____ City, State, Zip		_____ City, State, Zip	
_____ Contact Person	_____ Email	_____ Contact Person	_____ Email
_____ Phone	_____ Fax	_____ Phone	_____ Fax

The above-named vendor has agreed to establish a Prepaid Low-Income Energy Assistance Program (LIHEAP) Account, on behalf of the State of Iowa, with the above-named local agency in the amount of \$\_\_\_\_\_.

These funds are to contract for delivery of liquid propane gas and/or fuel oil to LIHEAP-eligible households for the duration of the agreement, or until the funds in the Prepaid LIHEAP Account are exhausted. Once prepaid funds are exhausted, delivery will be charged at market price.

Propane

- \_\_\_ Vendor agrees to deliver propane at the market price cost at the time of delivery.
- \_\_\_ Vendor agrees to deliver propane at the locked-in price of \$\_\_\_\_\_ per gallon.
- \_\_\_ Vendor does not offer propane.

Fuel Oil

- \_\_\_ Vendor agrees to deliver fuel oil at the market price cost at the time of delivery.
- \_\_\_ Vendor agrees to deliver fuel oil at the locked-in price of \$\_\_\_\_\_ per gallon.
- \_\_\_ Vendor does not offer fuel oil.

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 Iowa Low-Income Home Energy Assistance Program (LIHEAP).

1.00 Agreement Duration

This agreement is effective when signed by the vendor and shall terminate on September 30, 2021. 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.

2.00 Vendor Notification of Eligible Households

The local agency will notify the vendor in writing of those households that have been approved for the LIHEAP program.

3.00 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. All LIHEAP credit balances must remain on the account until the LIHEAP benefit is exhausted.

**Regular LIHEAP benefits received may not be used to pay for home energy costs incurred prior to the start of the LIHEAP application period.**

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 LIHEAP benefit (regardless of balance owed on the customers' account) 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 vendor 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.

4.00 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, using the State of Iowa Vendor Receipt provided to the vendor by the agency.

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.

5.00 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.

6.00 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 eligible household, with no additional charges.

7.00 Emergency Delivery

In the event of an emergency requiring delivery in less than 48 business hours for reasons such as an empty tank, etc., the vendors' customary charges will apply, including emergency delivery charges. 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.

8.00 Customer Payment Plan

Vendor should make an effort to offer LIHEAP customers an affordable payment plan for any balance due on their account.

9.00 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.

10.00 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.

11.00 Payments from Households

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

12.00 Price List

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 hours/same day/non-routine delivery, and other).

13.00 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.

14.00 Non-Discrimination

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

15.00 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.

16.00 Records

The vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The vendor's records must include:

- The amount of payments made on behalf of eligible households by the local agency;
- Each date and amount of fuel delivered to eligible households, using LIHEAP funds, including the cost per gallon;
- Any LIHEAP payment credit remaining on the eligible household's account.

The vendor shall retain these records for four years from the end date of this agreement.

The vendor, upon written request from the eligible household, local agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendor 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 Weatherization assistance, or such other data as the state determines is reasonably necessary.

17.00 Reconciliation of LIHEAP Pre-Paid Account

Within 45 calendar days after the end of the application period, using the LIHEAP Reconciliation Spreadsheet, a reconciliation will be made of the LIHEAP Pre-Paid account to assure agreement between the vendor and the local agency regarding the use of funds. Should the vendor encounter issues with completing the spreadsheet, the vendor should contact the local agency for assistance. The LIHEAP Reconciliation Spreadsheet includes:

- The amount of payments made on behalf of the eligible households by the local agency;
- Each date and amount of fuel delivered to eligible households, using LIHEAP funds, including the cost per gallon;
- Any LIHEAP payment credit remaining on the eligible household's account. Remaining credit cannot be written-off by the vendor and must remain as a credit.

The local agency may request the above information more often.

18.00 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.

19.00 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.

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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.

\_\_\_\_\_  
Vendor Authorized Individual (printed name)

\_\_\_\_\_  
Vendor Authorized Individual (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Agency Director (printed name)

\_\_\_\_\_  
Local Agency Director (signature)

\_\_\_\_\_  
Date