

**ELECTRIC/NATURAL GAS VENDOR AGREEMENT
FY22 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 (payment is issued in this name)		_____ Local Agency	
_____ Address		_____ Address	
_____ City, State, Zip		_____ City, State, Zip	
_____ Contact Person	_____ Email	_____ Contact Person	_____ Email
_____ Phone	_____ Fax	_____ Phone	_____ Fax

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, 2022. 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 on a weekly basis of those households that have been approved for either the LIHEAP program or Weatherization Assistance Program through the Electronic Bulletin Board, U.S. mail, email, phone, or an online portal hosted by the Vendor.

3.00 Household Payments from LIHEAP

The LIHEAP program provides two separate types of benefit awards to eligible customers; LIHEAP Regular Assistance (winter heating assistance) and ECIP crisis funds, which address emergency reconnections and service continuity. 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 a credit to that household's current energy account. All LIHEAP Regular Assistance and ECIP crisis credit balances must remain on the account until the benefit is exhausted.

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.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept either LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, for households with a disconnect notice or have the imminent threat of disconnection, and will ensure the households' energy account remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.20 Disconnected Households

LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, that cover the balance owed by a disconnected household, will establish prompt reconnection of the energy account by the Vendor.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.30 Supported Expenses

The following are expenses which the LIHEAP program supports:

- Utility deposits for new service (ECIP crisis funds only)
- Reconnection fees (ECIP crisis funds only)
- Utility past/back bills (LIHEAP Regular Assistance and/or ECIP crisis funds)

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHEAP program:

- Expenses for diversion fees
- Water, sewer, garbage, etc.

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 or via email acknowledgement.

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 Customer Payment Plan

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

6.00 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.

7.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

8.00 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.

9.00 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.

10.00 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 of reconciliation with the Local

Agency. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

11.00 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;
- Any LIHEAP Regular Assistance and ECIP crisis 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.

Vendors 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.

12.00 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.

13.00 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.

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

Vendor Authorized Individual (printed name)

Vendor Authorized Individual (signature)

Date

Local Agency

Local Agency Director (printed name)

Local Agency Director (signature)

Date